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Current Topics.

British Record Society.

IN HIS "Curiosities of Literature," the elder DISRAELI laments the frequency with which valuable manuscripts have been lost to the world through the callous neglect of, and wanton destruction by, those who should have been most assiduous in preserving them for the benefit of after generations. Not a few manuscripts have been saved from destruction by the merest accident; for example, certain of the sermons of Bishop BUTLER were discovered while being cut up for culinary purposes by the wife of a country clergyman, and, in a different category, some of the most piquant letters of JAMES BOSWELL were found in a shop in Boulogne being utilised for wrapping up small articles. Only now are we beginning to realise the real value of old documents for literary, historical and genealogical purposes; and among such are the quantities of title deeds and other papers which accumulate in solicitors' offices. Many of these being thought to be of no practical use have in the past been sent to be pulped, or, in the case of parchment, to be converted into drum skins or lamp shades. Against this the British Record Society has been protesting; and it is now making a strong appeal for their preservation and offering to make provision for their safe custody. Already a measure of success has attended its efforts, for the announcement is made that a firm of London solicitors has presented the Society with a collection of four hundred boxes of deeds and papers dating from the fourteenth century to the present day, and ranging in locality from London to the West Indies. This is an excellent beginning and augurs well for the further success of the Society's appeal, which we heartily commend.

War Damages to Private Property.

THE PETITION of right brought by the Civilian War Claimants Association in respect of damages to private individuals and private property during the war (*The Times*, 22nd and 23rd July) suffered the fate of being dismissed by ROCHE, J., on the Attorney-General's demurrer. This result can hardly have been unexpected by the petitioners' advisers, having regard to the formidable obstacle presented by *Rustomjee* v. *The Queen* (1876), 2 Q.B.D. 69. The petition was for money received under the Treaty of Versailles from Germany by the British Government, and applicable, according to the petitioners' case, for the payment of compensation to civilians for war damages. The Government had received money for reparations under that and other heads from Germany, but had applied no portion of it in compensation to individuals. By Art. 231 of the treaty, the Government affirmed, and Germany accepted, liability for loss to British nationals suffered in consequence of the war. By Art. 232, it was agreed that Germany was not in a position to pay for all the damage caused by the war, but she agreed to make compensation for all damage done to the civilian population. On the hearing of the case, it was claimed and was agreed, that, so far as merits were concerned, the company was not a body attempting to exploit the situation, but was formed and doing its best to obtain justice for the persons who had suffered. In *Rustomjee's Case*, the Emperor of China had agreed to pay our Government three million dollars on account of debts due to British subjects from certain Chinese merchants. The money had been paid, but the petitioner, who was one of the creditors, had not received his share. The Court of Appeal held, affirming COCKBURN, C.J., and LUSH, J. (1 Q.B.D. 487), that the petition did not lie. According to COLERIDGE, L.C.J., "We do not say that under no circumstances can the Crown be a trustee; we do not say that under no circumstances can the Crown be an agent; but it seems clear to us that in the making and performance of a treaty with another sovereign, the Crown is not, and cannot be, either a trustee or agent, for any subject whatever." Mr. RAEBURN, on behalf of the present petitioner, urged that these general observations were *dicta*, but ROCHE, J., held that he was bound by the principle of the case, and, if the petition is carried further, *Rustomjee's Case* can only be overruled in the House of Lords. In the present case there might be some difficulties of apportionment, but, if the Crown under treaty receives a specific sum on behalf of a particular individual, it is difficult to discern any reason why the fountain of equity should refuse to apply its own principles to itself, "To know of an injury and to redress it are inseparable in the royal breast," according to BLACKSTONE. In the twentieth century, the royal breast has nothing to do with it, but the politicians who have taken over its functions have, and plain people will want to know why they smirch the royal breast by insisting in the name of its owner that the Sovereign Government shall act in a manner which, on the part of an individual, would be held to be in breach of trust.

Authority to Appear.

THE RAILWAY Rates Tribunal Court has recently been considering a matter of considerable importance, both to the railway companies and to the traders and trading organisations of the country. The question was whether certain items included in the general railway classification of goods, but which were not in the statutory classification, should be

confirmed and added by the court. The allegation of those who opposed the confirmation of the general classification entries was that in some cases higher rail charges would be borne by the trader than should be the case. The railway companies' application was opposed by, among others, the London Chamber of Commerce, but the exact position of the Council of the Chamber in this matter appears to have raised some doubt in the mind of one of the members of the court. The railway companies' application was granted, and in the course of his judgment the President, Sir WALTER CLODE, K.C., said that he was sorry to say that he had not been able to attach any weight or any importance to the opposition of the London Chamber of Commerce. It seemed to him utterly misconceived, and he was by no means satisfied with the attitude the Chamber had adopted. Mr. G. C. LOCKET, another member of the tribunal, was even more emphatic. He said: "I have listened very carefully to counsel in the expectation that he would have produced a resolution of the council authorising counsel to be instructed to appear in these proceedings and to represent the Chamber. Nothing of the sort has appeared, and no witness was called, and we are therefore left to the unsupported statement of counsel and can only conclude that he received his instructions without the authorisation of the council itself. . . . It seems a most extraordinary thing that a body with the influence of the London Chamber of Commerce should appear by counsel and should not authorise him to lay before us the authority under which he acts." At the next sitting of the tribunal, counsel who had appeared for the London Chamber of Commerce at the hearing of the application, said that the Chamber had not only instructed his (counsel's) solicitors, but had written to them with a detailed statement of the points they desired to be brought before the tribunal. Those instructions had been in the papers before him (counsel). In this particular case the solicitors had actually produced the very documents given to them by their clients in order that there might be no mistake about what was to be done. He hoped, therefore, that there would be no idea that anybody had acted without authority. Mr. LOCKET, in reply, said that he could not understand the Council of the Chamber, if they had had all the facts before them, authorising the objection to the railway companies' application. Counsel: "I must assume they did authorise it." Mr. LOCKET: "The Council of the Chamber?" Counsel: "I must assume so, and I think the tribunal should assume so too." And so the matter stands. It will be interesting to see whether there will be any further developments, or whether counsel's assumption will conclude the matter.

Recovering Repudiated Debts.

HE WHO contracts gambling debts and deliberately seeks to repudiate his just liability by sheltering behind the provisions of the Gaming Acts may unwittingly defeat his own object by making rash statements to his creditor. If, for example, a promise is extracted from him that he will pay in certain circumstances, he may find too late that he has entered into a new contract to pay based on a new consideration which a court of law will enforce against him. Throughout all the authorities, said Sir GORELL BARNES in *Hyams* v. *Stuart King* (1908), 24 T.L.R. 675, it was laid down that while the plaintiff could not sue for the recovery of money won by him by betting, nor on a bond, bill, note or cheque given to pay the money lost, he could sue upon a new contract not tainted with illegality and made for good consideration, if he could prove such a contract. In that case a bookmaker plaintiff was held entitled to recover money due under a bet on the ground that there had been a new contract by which, in consideration of his agreeing to give the debtor a reasonable time in which to pay the sum, and agreeing also to forbear from declaring the debtor a defaulter, the debtor agreed to pay the sum due in honour within the stipulated time. That was held to be a new contract valid and enforceable at law. The mere fact that a request for further time in which to pay has been made and granted is not, however, a sufficient consideration to constitute a new contract, there must be some more definite advantage accruing to the debtor, such as the forbearance from declaring him a defaulter (*Hyams* v. *Coombes* (1912), 28 T.L.R. 413). In the most recent case of this kind (*F. Gilbert (Bournemouth) Ltd.* v. *MacKay*, 74 SOL. J. 788), the plaintiff alleged that the defendant, who had incurred betting losses with him, had agreed to pay those losses by instalments if the plaintiff would stop proceedings he had begun against the defendant, and would also refrain from reporting him as a defaulter. After hearing the evidence, Mr. Justice MCCARDIE was of opinion that no definite agreement such as that alleged by the plaintiff was in fact made, and he gave judgment for the defendant.

A Restrictive Covenant.

AN INTERESTING question relative to the enforcement of a "private residence" covenant was raised in *Chatsworth Estates Company* v. *Fewell*, reported in *The Times* of 20th November. The covenant not to use the premises other than as a private dwelling-house was accompanied—as such a covenant usually is—by one inhibiting user which would tend to depreciate the value of the plaintiffs' neighbouring land, or constitute a nuisance or annoyance to the tenants thereof. It was not denied that the covenant applied; the question in issue was whether it was enforceable, having regard to part acquiescence in its breach, and to the changed character of the neighbourhood. The latter is now a statutory ground for the discharge of a covenant under s. 84 (1) (*a*) of the Law of Property Act, 1925, when "by reason of changes in the character of the property in the neighbourhood or other circumstances of the case . . . the restriction ought to be deemed obsolete," but its validity was recognised long before 1925. Observations of JAMES, L.J., in *German* v. *Chapman*, 7 Ch. D. 271, point to the possible refusal of relief where the covenantee comes into the court "for the purpose merely of harassing and annoying some particular man" and where "either by permission or acquiescence, or by *a long chain of things*, the property has been either entirely or so substantially changed as that the whole character of the place or neighbourhood has been altered." In *Sayers* v. *Collyer* (1884), 28 Ch.D. 103, a distinction was drawn between change in the character of the neighbourhood for which the plaintiff was not responsible and his voluntary acquiescence in the defendant's breaches, the latter (not the former) providing grounds for the refusal of relief. But the foregoing observations of JAMES, L.J., were followed in *Sobey* v. *Sainsbury* [1913] 2 Ch. 513, where both the non-enforcement of the covenant in particular instances and the change in the character of the neighbourhood were held to be factors which the court was entitled to, and indeed did, take into account. In *Chatsworth Estates* v. *Fewell*, schools, boarding houses and flats (for which licences had been granted) had risen in a neighbourhood once exclusively residential. The external appearance of the defendant's house remained unchanged; and the sole complaint against him was that he was receiving paying guests. FARWELL, J., adverted to the distinction—clearly to be drawn—between residential flats and premises used for the reception of paying guests which rendered them in effect a boarding house. There had not been such a complete change in the neighbourhood—which remained substantially residential—as to make the covenant useless, but, if the covenant were not enforced, a number of boarding houses might be started in the area which would change its character. Moreover, in the matter of acquiescence, the plaintiff's conduct had not been such as to lead the defendant to think that he could break the covenant with impunity, and an injunction to restrain the user of the premises as a guest house was granted.

Criminal Law and Practice.

ALTERNATIVE PUNISHMENTS.—The type of punishment to be assigned to particular offences, and its limitations, are matters which have exercised both lay and professional minds for many years. Some surprise and indignation is occasionally felt by the general public when what it may consider an unduly heavy sentence has been imposed, particularly if a similar offence has elsewhere been dealt with more leniently. Judges have in this respect a most unenviable task. No two cases ever are, or can be, identical in every respect; some distinguishing feature is bound to exist of which the public may know nothing, but which may necessarily prove a vital factor in endeavouring to assess the just measure of punishment. Judges themselves, too, are but human, and may and apparently do at times take comparatively widely differing views of the seriousness or otherwise of similar offences. They have, however, to punish according to the authority given them whatever may be their private views. The lay mind is happily unfettered by any binding considerations. If an apparent injustice in the nature or extent of a sentence occurs the press is immediately showered with correspondence from people clamouring for rectification or re-consideration, or protesting forcibly against the alleged inequity. In view of the difficulties of the problem it is not surprising that both public and professional opinion should vary greatly. By way of illustration there is the recent case where a woman was sentenced to three months' imprisonment in default of the payment of a fine of £50 in respect of a charge of giving false information regarding the birth of a child. Being unable to pay the fine she went to prison, but had only been there three days when the £50 was paid by a disinterested third party as a protest against the modern system of sentences. The donor stated (*Times*, 11th September): "I regard the alternative system as pernicious . . . There should either be a sentence of imprisonment or a fine without any imprisonment. It must be one or the other." The existing system does certainly appear open to the criticism that there is one law, or rather in this case one punishment, for the rich and one for the poor, but there are two sides to the question. Take a comparatively trivial offence; it is absurd to suggest that everyone who commits it must go to prison when a small fine would meet the case. On the other hand, if a fine only were imposable, then the very poor man would be in the happy position of being able to commit the offence with impunity—he couldn't be imprisoned and he couldn't pay.

WRONG SECTION!—At the Hatfield Petty Sessions last week a motor-coach driver was summoned, presumably under s. 78 of the Highway Act, 1835, for not keeping to the left to allow the free passage of another car. A lorry was in front of the motor-coach and approaching, in the opposite direction, was the other car. It was said for the prosecution that, as the vehicles approached, the coach turned out to pass the lorry, forcing the other car into the kerb. This, it was ruled by the bench, was not the offence charged; "the driver of the coach had as much right to pass the lorry as the car coming in the opposite direction." It is doubtful whether this is good law. The immemorial practice of the road gives the primary right to the near side to the vehicle whose near side it is, and it is the manifest duty of the vehicle using the off side of the road to do so only with due regard to the safety and convenience of the vehicle approaching him. This is not to deny the right to any carriage driver to use, as the law stood at the moment, any part of the highway. But whether the bench ruled wrongly or rightly on the immediate point, what puzzles one is why the prosecution elected to go under this section. If their facts were as opened, they had a clear case of dangerous driving. Nothing, indeed, is more dangerous than the sudden turning out of a vehicle overtaking another, in the face of a third vehicle approaching them both with very little, if any, margin of clearance.

Mistake of Law.

A RECENT CASE.

THE importance of deciding whether a question is one of law or of fact is, in many cases, aggravated by the difficulty of making a decision for which there is, apparently, no criterion. The decision was said, by BRANSON, J., in *National Pari-Mutuel Association, Ltd.* v. *The King* (74 SOL. J. 568), to depend very largely on one's first impression of the case.

As a general though not infallible rule, money paid under a mistake of law is irrecoverable, but money paid under a mistake of fact may be recovered. This is in accord with the maxim "*ignorantia juris excusat neminem, ignorantia facti excusat.*" When, therefore, money is paid under a mistake, it is essential to ascertain whether the mistake is one of law or one of fact.

In *National Pari-Mutuel Association, Ltd.* v. *The King*, *supra*, the suppliant company, on a petition of right, sought to recover, *inter alia*, £906 paid to the Commissioners of Customs and Excise under an alleged mistake of fact. The material points of the case were: s. 15 of the Finance Act, 1926, imposed a betting tax on bets made with bookmakers. The sum of £906 had been paid by the suppliant company in respect of certain transactions which, by virtue of the decision of the House of Lords in *Attorney-General* v. *Luncheon & Sports Club, Ltd.* [1929] A.C. 400, were not subject to betting tax, because they were not "bets made with a bookmaker."

BRANSON, J., in his judgment said: "The suppliant company, knowing everything that it was doing, knowing the rules and the way in which they were being carried out, had come to the conclusion that a legal liability had arisen on their part and had decided to discharge that liability. According to the decision of the House of Lords in *Attorney-General* v. *Luncheon & Sports Club, Ltd.*, *supra*, that view was wrong. In taking it, the suppliant company mistook the law."

It was argued, on behalf of the suppliant company, that the question as to whether a certain transaction did, or did not, constitute a bet was primarily a question of fact, although it might involve questions of law. This argument is satisfactorily answered by the words of Lord PARKER in *Farmer* v. *Cotton's Trustees* [1915] A.C., at p. 932, "where all the material facts are fully found, and the only question is whether the facts are such as to bring the case within the provisions properly construed of some statutory enactment, the question is one of law only."

The case of *Eaglesfield* v. *Londonderry*, 4 Ch. D. 693, was referred to in argument in the case of *National Pari-Mutuel Association, Ltd.*, *supra*, and the facts were as follows: The L. Railway Co. had power under its Acts to issue £100,000 preference shares and a large amount of ordinary shares. By an Act of 1884 it was amalgamated, together with other companies, with C. Company, at which time it had issued £85,000 preference shares, which were to rank as No. 1 preference stock, and £60,000 ordinary shares, which were to rank as No. 2 preference stock. Power was reserved by the Act to C. Company to raise any capital which any of the amalgamated companies had power to raise before the amalgamation. The directors, under a *bonâ fide* belief that they had power to raise the remaining £15,000 preference shares of the L. Railway Company, and to make them rank with the £85,000 No. 1 preference stock, issued £15,000 preference stock and described it in certificates which were signed by the directors and secretary as "No. 1 preference stock." Some of this stock was purchased by the plaintiffs.

A scheme was filed in Chancery for arranging the affairs of C. Company, and it was decided by the court that the new stock was not No. 1 preference stock, but ranked below both it and No. 2 preference stock.

On a bill being filed by the plaintiffs, alleging that they had been deceived by the form in which the stock had been

issued and the certificates made, and praying that the company, directors and secretary might be held liable for misrepresentation, JESSEL, M.R., held that the company and the officers were liable to make good the misrepresentation to the plaintiffs. The Court of Appeal, however, being of opinion, on the result of evidence, that the plaintiffs did not suppose they were purchasing part of the £85,000 No. 1 preference stock, but a new stock which ranked with No. 1 preference stock, held that the plaintiffs had not been deceived by any misrepresentation of fact, but that there had been a common misconception of law. They accordingly reversed the decision of the court below.

The judgment of JESSEL, M.R., contains an interesting passage dealing with the distinction between a representation of law and one of fact. He said: "A misrepresentation of law is this: when you state facts and state a conclusion of law, so as to distinguish between facts and law. The man who knows the facts is taken to know the law; but when you state that as a fact which no doubt involves, as most facts do, a conclusion of law that is still a statement of fact and not a statement of law." Then follows an equally interesting illustration: "Suppose a man is asked by a tradesman whether he can give credit to a lady, and the answer is, 'you may, she is a single woman of large fortune.' It turns out that the man who gave that answer knew that the lady had gone through the ceremony of marriage with a man who was believed to be a married man, and that she had been advised that that marriage was null and void, though it had not been declared so by any court, and it afterwards turned out they were all mistaken, that the first marriage of the man was void, so that the lady was married. He does not tell the tradesman all the facts, but states that she is single. That is a statement of fact. If he had told him the whole story and all the facts, and said 'now, you see, the lady is single,' that would have been a misrepresentation of law. But the single fact he states, that the lady is unmarried, is a statement of fact, neither more nor less; and it is not the less a statement of fact, that in order to arrive at it you must know more or less of the law."

In *Rashdall* v. *Ford*, 2 Eq. 750, A was induced by W, the secretary of a railway company, to advance money to the company on security of a Lloyd's bond, which W represented as being valid and legal security at a time when the company had, in fact, no borrowing power, and the bond was, therefore, invalid.

One might, at first blush, think that the misrepresentation as to validity was covered by the dictum of JESSEL, M.R., in *Eaglesfield* v. *Londonderry*, *supra*, that: "When you state that as a fact which no doubt involves, as most facts do, a conclusion of law, that is still a statement of fact and not a statement of law." It was, however, held that the misrepresentation was one of law.

Sir W. PAGE-WOOD, V.C., in his judgment, said: "If there had been any misrepresentation of a matter of fact in this case, the result would have been undoubted; as, for example, if the company having power to issue debentures to a certain amount and, having exhausted that power, the directors had stated that they still had power to issue debentures, they would then have stood in the position of having to make good their representations. Assuming for the purpose of demurrer that the letters of W are brought home to the directors, the case comes to this: W. says, 'We are not yet in a position to issue permanent debentures, but in the meantime we issue common bonds in the form which I send.'"

Finally, take the case of the *West London Commercial Bank* v. *Kitson*, 13 Q.B.D. 360. A bill of exchange payable to order and addressed to B. & I. Company, which was incorporated under local Acts, and had no power to accept bills, was accepted by the defendants who were two of the directors of the company, and also by the secretary, as follows: "Accepted for and on behalf of B. & I. Company, G.K., F.S.P., directors; B.W., secretary." The bill was endorsed by the drawer, to whom it was given, to the plaintiffs for value.

The Court of Appeal, affirming the decision of the court below, held that by their acceptance the defendants represented that they had authority to accept on behalf of the company, which, being a false representation of a matter of fact and not of law, gave a cause of action to the plaintiffs who acted upon it.

In the course of his judgment, BOWEN, L.J., observed: "In the present case, it is not a representation of a matter of law. It is a representation as to the powers of a company to accept bills, and that depends on their Private Acts of Parliament. Suppose I were to say I have a Private Act of Parliament which gives me power to do so and so. Is not that an assertion that I have such an Act of Parliament? It appears to me to be as much a representation of fact as if I had said I have a particular bound copy of Johnson's Dictionary."

It is interesting to compare this decision with that in *Eaglesfield* v. *Londonderry*, *supra*.

A careful consideration of the cases herein referred to should convince anyone that, to decide whether a question is one of law or of fact, is by no means easy. The more closely the authorities are examined, the more obscure becomes the dividing line.

The *dicta* of Lord PARKER in *Farmer* v. *Cotton's Trustees*, *supra*, and JESSEL, M.R., in *Eaglesfield* v. *Londonderry*, *supra*, are the nearest approach to criteria. But a fresh mind applied to the facts of a particular case is, perhaps, the real solution, for each case must be decided on its merits.

Chattels and Restrictive Covenants.

[CONTRIBUTED.]

FROM the doctrine of *Tulk* v. *Monhay*, as modified and extended by subsequent decisions, Courts of Equity have gradually evolved something in the nature of an equitable easement.

From time to time attempts have been made to attach similar restrictions to the sale of chattels. Thus, in *Taddy* v. *Sterious* [1904] 1 Ch. 354, the plaintiffs, who were tobacco manufacturers dealing both through wholesale dealers and retailers, sought to keep up the price of their tobacco by inserting in their contracts of sale a term that their tobacco should not be retailed at less than a certain rate, and a provision that if a retailer purchased his supply through a wholesale dealer, the latter should be deemed the agent of TADDY & CO. But in an action brought against the defendants (retailers) for breach of contract by selling the tobacco at less than the fixed retail price, it was held that the plaintiffs could not recover as "Conditions of this kind do not run with the goods, and cannot be imposed on them." And the provision that the wholesale dealer, through whom STERIOUS had obtained their supply, should be deemed the agent of TADDY & CO., was also held invalid as "He (the wholesaler) was selling for his own profit."

So, too, in *Dunlop* v. *Selfridge* [1915] A.C. 847, DUNLOP supplied a wholesale dealer with tyres, subject to a provision that they should not be retailed under a fixed price; the dealer re-sold to SELFRIDGE, who broke the condition. It was held that DUNLOP could not recover damages for the breach of contract as "Consideration had not moved from the promisee."

From these decisions it would appear clear that nothing in the nature of a restrictive covenant can be attached to personal chattels, except as between covenantor and covenantee.

But the entire position is rendered more difficult by the Privy Council decision in *The Lord Strathcona S.S. Co.* v. *Dominion Coal Company* [1926] A.C. 108, where a ship was chartered by the respondent company from the then owners in

1914 for a period of ten seasons on the St. Lawrence, with the option of renewal for a further period of five or eight seasons. In 1916 the ship was requisitioned by the Government, and between 1917 and 1920 it changed hands four times, each successive purchaser being aware of the charter.

The last owners, the appellants, contended that they were not bound by the charter as the contract had been frustrated by the requisition, or, in the alternative, that there was no privity of contract between them and respondents.

The Privy Council, however, held that the doctrine of frustration only applied where the subject-matter of the contract was destroyed or the interruption in performance was so critical and protracted as to put an end to the contract in a full and fair sense. Here the contract was to extend over a very long period, possibly eighteen years, and the ship was as fit as formerly, so the doctrine of frustration did not apply.

Again, as regards the question of privity of contract, all the purchasers knew of the charter so were bound by it.

Though the *Strathcona* decision is not binding on an English court, yet, in view of the great persuasive influence of Privy Council decisions and of the fact that it rests on the English decision in *De Mattos* v. *Gibson*, 4 De G. & J. 276, it can scarcely be doubted that it would be followed.

Thus the present position appears to be that a condition attached to a chattel is void, but if that chattel happens to be a ship it is valid.

Hence, accepting the *Strathcona* decision as good law, it follows that either restrictive covenants may now be attached to chattels, thus further assimilating realty and personalty, or that restrictive covenants may be attached to some, but not all, chattels, or, finally, that there is some line of demarcation by which those conditions which may be attached to personalty can be distinguished from those which may not.

The first view has been definitely negatived in *Dunlop* v. *Selfridge*. The second appears untenable, for great as is the analogy between a ship and a house, yet that between a ship and a lorry is as close, and once admit that restrictive covenants may be attached to motor lorries and the door is open for further analogical extension until ultimately the whole field of personalty may be subjected to the rule in *Tulk* v. *Monhay*.

It is submitted that the third view is the correct one, and that the *ratio decidendi* in the *Strathcona Case* was, not the nature of the chattel, but the nature of the rights sought to be enforced. In support of this it may be urged that the judgment in *Taddy* v. *Sterious* employs the words "Conditions of *this kind* do not run with the goods," and that a charter is analogous to a lease or contract of bailment, vesting in the charterer, for the duration of the charter, a form of "special property" to which is subject the "general property" of the owner.

Company Law and Practice.

LIV.

DEBENTURES AND THE LANDLORD AND TENANT ACT, 1927.

THE case of *Gough's Garages Limited* v. *Pugsley* [1930] 1 K.B. 615, is, so far as the point with which I am going to deal to-day is concerned, a decision on the construction of a particular debenture, but is nevertheless one which is of general interest, in that the words construed were in a form which is very frequently found in debentures at the present time.

The facts of the case may be briefly stated. At the date of the giving of the debenture next referred to, there was vested in the plaintiff company a lease of certain premises, expiring on 24th June, 1930. On 30th December, 1925, the plaintiff company issued a debenture charging "its undertaking and all its property present and future including its uncalled capital." The debenture was issued subject to certain conditions, the first of which was in these words: "This debenture is intended to rank as a first charge on the property hereby charged, and such charge is to be as regards the company's land at Bristol and all other the freehold, leasehold and copyhold property for the time being of the company a specific charge and as regards all other the property and assets of the company a floating security." A power for the debenture-holders to appoint a receiver in certain events was also given by the debenture, and when so appointed, a receiver was to have power "to take possession of, collect and get in the property charged by this debenture, and for that purpose to take any proceedings in the name of the company or otherwise as may seem expedient."

On 22nd April, 1929, the company gave notice to the reversioner of the lease above referred to, under s. 5 of the Landlord and Tenant Act, 1927, requiring a new lease. In the July following, a receiver was duly appointed by the debenture-holders, and on 23rd September, 1929, the receiver, in the name of the company, commenced proceedings for a new lease in the county court. Shortly afterwards (and before such proceedings were heard) a winding-up petition was presented, and an order for the compulsory liquidation of the plaintiff company was made; the county court judge then dismissed the action for a new lease on the ground, *inter alia*, that the receiver had no power to continue the action in view of the liquidation of the company.

The receiver appealed, and the appeal was allowed by a Divisional Court consisting of GREER and ROMER, L.JJ. It is important here to distinguish between the authority of the receiver, as such, to act as agent for the company, and the powers of the receiver to deal with the property the subject of the charge in favour of the debenture-holders. The question of receivers and agency was dealt with in this column under No. XLIV some ten weeks ago, and it is not desired here to go further into it, except to say that liquidation, either compulsory (*Gaskell* v. *Gosling* [1896] 1 Q.B. 669; [1897] A.C. 575), or voluntary (*Thomas* v. *Todd* [1926] 2 K.B. 511), terminates the authority of a receiver to act as agent for the company in cases where he was such an agent before the winding up.

The first point to be decided was whether this right under the Landlord and Tenant Act, 1927, was subject to the charge created by the debenture, and this was held to be so. After referring to the charging words set out above and to the first condition in the debenture, also set out above, ROMER, L.J., says: "The debenture therefore is a first charge upon all the assets of the company. Among the assets of the company was the valuable right attaching to the company as a tenant under the lease . . . to obtain compensation, or a new lease." With regard to the question of time, GREER, L.J., says, at p. 621: "It does not matter whether the property in question was in existence in the hands of the company granting the debenture at the time when the debenture was given, or whether it came into existence by the operation of a subsequent Act of Parliament."

This being so, the receiver was expressly empowered by the contract between the company and the debenture-holder, contained in the debenture, to get in this valuable right, and, for that purpose, to take proceedings in the name of the company. What effect could an order for winding up have on this contractual right? None, said the Divisional Court; ROMER, L.J., pointing out that the determination of the agency is a different matter from the determination of the powers, and that while the former is effected by liquidation, the latter is not.

If, by the mere fact of the making of an order for the compulsory liquidation of the plaintiff company, the receiver for the debenture-holders had been precluded from getting in the property forming part of the security, and from using the name of the company for that purpose (as he was by

the debenture expressly empowered to do), the value of the security might have been very greatly diminished, and the debenture-holders seriously prejudiced. In accordance with the decision in *Gaskell* v. *Gosling*, *supra*, the powers of the receiver to carry on business as the agent of the company cease on liquidation, but the case discussed here to-day shows that this does not extend to an express power conferred by the deed to aid the obtaining of the full benefit of the property charged.

(*To be continued.*)

A Conveyancer's Diary.

Powers of Appointment. Effect of s. 52 of the A.E.A.

A correspondent calls my attention to an article in the *Law Journal* for 22nd November which deals with *Re Van der Byl* (1930), W.N. 232, a case upon which I commented in this column the week before, and asks me what I have to say about it.

The point raised is that s. 52 of the A.E.A., 1925, was not mentioned in the course of the case either by counsel or by the learned judge, which, it is suggested, detracts from the value of the decision, and my correspondent takes me to task for falling into the same error of omission.

I have the greatest respect for the opinion of "J. M. L.," who, in the article referred to, presents a very interesting point of view with regard to the effect of s. 52, but I still think that the section was not relevant for the purposes of the decision in that case.

Section 52 of the A.E.A., reads as follows:—

> "In this part of this Act 'real and personal estate' means every beneficial interest (including rights of entry and reverter) of the intestate in real and personal estate which (otherwise than in right of a power of appointment or of the testamentary power conferred by statute to dispose of entailed interests) he could if of full age and capacity have disposed of by his will."

It is interesting to note that the expression "real and personal estate" is nowhere used in Pt. IV of the Act (the Part in which s. 52 appears) except in the marginal note to s. 46. The section is, therefore, *primâ facie* ineffective. I think, however, that the section must be read as though "residuary estate" were substituted for "real and personal estate." Adopting that construction, let us see how far the section is relevant to the matters considered in *Re Van der Byl*.

It will be remembered that in that case a testatrix, having a general power of appointment, made a will giving her residuary estate to her sister, but as her sister's husband witnessed the will the residuary gift failed. It was held, on the construction of the will, that the testatrix had shown an intention of making the property her own so that, although the gift to the sister failed, the appointment was good and the property passed as part of the testatrix's undisposed of estate and not to those entitled in default of appointment.

I may remind my readers that I pointed out that the authorities showed that the general rule was where a testator having a general power of appointment makes a general residuary devise or bequest to trustees upon trusts which fail, the appointment to the trustees will be good, and they will hold the property upon trust for the testator's next of kin and not for those entitled in default of appointment; but if the gift be to beneficiaries direct without the intervention of trustees, the result will generally be different, unless, on the construction of the will, it is found that the testator intended the residuary gift as an exercise of the power for all purposes, in which case the property will pass as part of his undisposed of estate.

Now, it is suggested that s. 52 has altered all that.

It is said that where a donee of a power has exercised the power so as to make the property his own, as in *Re Van der Byl*, and dies intestate as to that property, the donee is entitled "in right of a power of appointment," and consequently, by virtue of s. 52, the property does not form part of his residuary estate. I do not agree. The donee of the power in such a case does not become entitled "in right of a power of appointment," but in right of an actual appointment, which is quite a different thing.

The suggestion which I have mentioned would alter the wording of the section to read "in right of an appointment under a power" instead of "in right of a power of appointment." There is to my mind no justification for such a violation of the text.

Suppose A, having a general power of appointment by deed or will, to take effect after his death, appoint to himself by deed and die intestate immediately afterwards. Can A be said to have been entitled at the time of his death "by right of a power of appointment"? Obviously not. He was entitled by right of the appointment, the power was gone.

If, instead of appointing by deed, A had made a will and appointed the property to his personal representatives to hold as part of his real and personal estate (which is what was held to be the effect of the appointment in *Re Van der Byl* and other similar cases) and died intestate or partially intestate as to such real and personal estate—can it be said that the appointed property became part of the intestate's real and personal property "by right of a power of appointment"? I do not think so. The appointed property became part of A's real and personal estate by the exercise of the power, not by right of the power, just as much as though the appointment had been by deed executed immediately before his death.

It seems to me to be plain that the "power of appointment" referred to in s. 52, means a power which has not been exercised or (where there may have been a partial exercise) to the extent to which it has not been exercised.

In *Re Van der Byl* it was held that the power had been exercised for all purposes and there was no partial failure of the exercise of the power.

I notice that in his article in the current number of the *Law Journal*, "J. M. L." seeks to support his view by an argument based upon a mis-quotation of the section. He says: "The section says that the real and personal estate of the intestate shall include every beneficial interest which (otherwise than in right of a power of appointment) he could dispose of by will." But the section does not say that; what it says is that "'real and personal estate' means every beneficial interest . . . *of the intestate* in real and personal estate which . . . he could, if of full age and capacity, have disposed of by his will." The omission of the words "of the intestate" after "every beneficial interest" makes all the difference in the construction of this section.

A donee of a power of appointment has no beneficial interest in the property the subject of the power. It is true that he can dispose of a beneficial interest in it, but he has none himself; it is not a "beneficial interest . . . of the intestate."

There is another point to which my correspondent directs my attention. It is perhaps academic, but it helps to elucidate the effect of the section.

It is said that the words in parentheses are necessary because, but for those words, property over which an intestate had a general power of appointment, or to which he was entitled as a tenant in tail, would form part of the real and personal estate of the intestate, and so in every case the estate of those entitled in default of appointment or of persons entitled in remainder to the estate tail would be defeated. I notice that in his article this week "J. M. L." agrees with that view. I do not agree. I think that the words in parentheses are superfluous and were inserted *ex abundanti cautela*.

In fact, where a tenant in tail dies intestate there is no beneficial interest of his in the entailed property of which he

has power to dispose by will. It is true that by s. 176 of the L.P.A. he might have disposed of the entailed property "in like manner as if, after barring the entail, he had been tenant in fee simple or absolute owner thereof," but such a disposition would not be of "a beneficial interest *of the intestate* in real or personal property." On the contrary, it would be a disposition which by statute he was enabled to make of a beneficial interest which was never his.

Similarly, where an intestate has a power of appointment, he has no beneficial interest in the property the subject of the power. If he die without exercising the power, it cannot be said that there is any "beneficial interest of the intestate" in the property of which he had power to dispose; he could dispose of such an interest, but it would not be *his* unless he made such an appointment (as in *Re Van der Byl*) as made the property his own, in which case the property would become part of his estate for all purposes, not by right of the power but by right of the appointment.

I hope that I have shown to the satisfaction of my correspondent that, after all, the value of the decision in *Re Van der Byl* is not affected by the omission of any mention of s. 52 of the A.E.A.

Landlord and Tenant Notebook.

Title to Objects found on Premises.

The discovery of articles of archæological value or the presence of articles formerly of no value occasionally gives rise to questions of disputed ownership between landlord and tenant.

The more general law can be found in three decisions, the first of which is the well-known case of *Armory* v. *Delamirie* (1786), 1 Str. 504, in which a sweep's apprentice who had found a diamond ring in a chimney established his claim as against the goldsmith with whom he had left it for valuation. The next is *Bridges* v. *Hawkesworth* (1851), 21 L.J., Q.B. 75; the plaintiff was a commercial traveller who claimed a parcel containing bank-notes which he had found in a shop he was visiting, the defendant was the owner of that shop to whom the plaintiff had handed the parcel with a view to it being returned to the owner. The claim was hotly contested; in addition to *Armory* v. *Delamirie* and other English authorities, passages from Roman, the civil, and Mosaic law were cited before judgment was given for the plaintiff as having a good title against anyone save the true owner. Lastly, this case was distinguished in *South Staffordshire Water Co.* v. *Sharman* [1896] 2 Q.B. 44, a claim by freeholders for two gold rings found in the mud of a pond by a workman whom they had employed to clean that pond. Again the plaintiffs were successful, the essential distinction between these facts and those of *Bridges* v. *Hawkesworth* being that in the older case the article was found in a public part of and not in the protection of the building. Lord Russell, C.J., stated the law as follows: "The general principle seems to me to be that where a person has possession of a house or land, with a manifest intention to exercise control over it and the things which may be upon or in it, then, if something is found on that land, whether by an employee of the owner or by a stranger, the presumption is that the possession of that thing is in the owner of the *locus in quo*."

As between landlord and tenant, however, the position may have to be considered with reference to the terms of the grant. Thus in *Elwes* v. *Brigg Gas Co.* (1886), 33 Ch. D. 562, the defendants were tenants of the plaintiff under a long lease. They had covenanted that any buildings they erected should be in accordance with approved plans; the lessors gave them the right to remove trade fixtures; the minerals were reserved. In the first year, while excavating before erecting a gas-holder, they dug up a prehistoric wooden ship. This the landlord claimed, and it was argued on his behalf that the ship complied with one definition of "minerals"; that a lease merely gave a right to possession plus usual profits; that there had never been any intention of granting an interest in the ship. The defendants replied with a more recent and narrower definition of the term "minerals"; they contended that the ship was in the nature of a dotard; and, pointing to the fact that building and therefore excavations had been contemplated, argued that they were entitled to get rid of what they excavated as they thought best. Without deciding other points, Chitty, J., gave judgment for the plaintiff on the broad ground of intention.

In *Boileau* v. *Heath* [1898] 2 Ch. 301, the subject-matter of the claim was some 378,000 tons of "top-cinder" lying in mounds on land agreed to be let under a mining lease. These mounds had come into existence in the course of iron mining operations carried on by former tenants (whose lease had been forfeited) and consisted of cinders and other refuse drawn off from blast furnaces in which ore was liquefied. At that time the refuse, though it contained protoxide of iron and silica, had no recognised commercial value. The agreement with the defendants, concluded after the plaintiffs had themselves worked the property for a few weeks, gave them mines and minerals (but they were not to work the iron), and soon after they had entered a dispute as to tools, stores, etc., was compromised by a settlement under which they paid £1,000, and the plaintiffs surrendered to them "the stores and all other effects upon the premises." Then the refuse became marketable, and when the defendants started selling it the plaintiffs sued for an injunction and an account. They claimed that the mounds were neither chattels nor mines; the defendants contended that if they were not mines, they were chattels which had passed under the agreement. The last point was soon decided in favour of the plaintiffs (the *ejusdem generis* rule applied), and it was then held that the mounds were not in fact chattels at all, and that they were also outside the meaning of the words of the grant which applied only to natural and not to artificial formations.

Our County Court Letter.

HUSBAND'S LIABILITY FOR WIFE'S DEBTS.

(*Continued from* 74 Sol. J. 783.)

II.

The position as regards ante-nuptial liabilities was recently considered at Chippenham County Court in *Allen* v. *Hillerd*, on a claim for £25 10s. 9d., being the amount of a judgment debt incurred before marriage. In the previous action the plaintiff had claimed damages in respect of a dog bite, and had obtained judgment for £12 and costs, which were taxed at £13 10s. 9d. The total amount was payable by instalments of £1 a month, but nothing had been recovered prior to the marriage, and the husband had since declined to recognise the debt, as the wife had no separate estate. His Honour Judge Gwynne James held that (*a*) the husband was not liable; (*b*) no committal order could be made against the wife; and (*c*) the action therefore failed. It is to be noted that by the Married Women's Property Act, 1882 (45 & 46 Vict. c. 75), ss. 14 and 15, the husband's liability is limited to the extent of the property acquired by him through his wife, who (by s. 13) is primarily liable out of her separate property for her ante-nuptial torts.

SUB-CONTRACTORS AND WORKMEN'S COMPENSATION.

In *Hawker* v. *Tyzack and Co.*, recently heard at Sheffield County Court, the applicant had contracted silicosis, and had been paid compensation, which had been discontinued on the ground that he was not a workman, but one of two independent contractors working in partnership. The applicant stated that he was in a team with another man, but had never been

in partnership nor divided profits with him, and the teamster's evidence was that—(1) besides being in charge of the respondents' team of jobbing grinders, he was also in charge of the section and circular-plate grinders; (2) his wages were £2 a week for the latter posts, plus a profit on the wages paid to the circular-plate grinders; (3) his profits from the jibbing, grinding and circular-plate sections had been shared with the applicant since 1915, but the grindstones were his own property. The respondents' case was that the compensation was not payable by them, but by the "little mester," i.e., the owner of the grindstones. His Honour Judge Greene, K.C., held that there was no partnership, as (1) nothing had been arranged as to the ownership of, or repairs to, the property in use; (2) the mere receipt of half the profits did not make the applicant a partner. An award was therefore made for the payment of compensation of £1 10s. a week. The law upon this subject was considered by the Court of Appeal in *Templeton* v. *Parkin & Co.* (1929) 140 L.T. 519.

THE LIGHTING OF STREET WORKS.

THE principle of *Oldham* v. *Sheffield Corporation* (1929), 43 T.L.R. 222, was unsuccessfully relied upon in the recent case of *King and Ormandy* v. *Nottingham Corporation*, at Nottingham County Court. The plaintiffs' car was being driven along a road which was undergoing repair, the left-hand portion being closed to traffic—as shown by a number of red lights along the middle of the road. A heap of tarmac was lying about ten feet from the curb, and (owing to the alleged absence of anything to indicate its existence) the plaintiffs' car ran into this obstruction. The consequent injuries to the car reduced its value from £70 to £6 5s., and certain contracts had been lost which brought the plaintiffs' claim up to £80 5s. The defendants denied negligence, and pointed out that red lights were situated at the north-east and south-east corners of the heap respectively, although a police witness admitted that they might be mistaken for a continuation of the other red lights. The lamps had been placed on the heap under proper supervision before the accident, and any suggestion that they had been put there afterwards was denied. His Honour Judge Hildyard, K.C., held that there was no evidence of negligence, and judgment was therefore given for the defendants, with costs. Compare a Practice Note entitled "Motor Accidents and Road Repairs," in our issue of the 6th September, 1930 (74 SOL. J. 593).

Practice Notes.

TERRITORIAL JURISDICTION IN ACCIDENT CASES.

Two recent cases indicate that the English and Irish courts hold divergent views on the above subject. In *Murphy* v. *Casey*, at Nottingham County Court, the claim was for £11 6s. 9d. against the defendant as bailee of a horse and trap which he had borrowed when on a visit to County Kerry in 1924. The turnout had fallen into the river, owing to the horse having shied, and His Honour Judge Hildyard, K.C., gave judgment for the above amount as the cost of repairs. It transpired, however, that the delay in suing was due to (*a*) the fact that the parties were cousins, and an amicable settlement had first been sought; (*b*) proceedings had then been taken in Ireland, and had failed on two occasions owing to lack of jurisdiction, as the defendant was residing in England. Compare *Glen Kidston* v. *Deutsche Luft Hansa A.G. Berlin*, in which the plaintiff is claiming damages for the loss of his luggage in an aeroplane accident near Croydon. The master stayed the action, for the reason that the general conditions of the International Association of Airship Services provided that the competent court should be that of the country in which the head office of the particular company was situated, i.e., Germany. Mr. Justice Swift reversed this decision, and his order was upheld in the Court of Appeal, where Lord Justice Scrutton pointed out that, although it was important that contracts should be observed as to the mode of settling disputes, the jurisdiction of the court should not be ousted in regard to matters happening in England. Lords Justices Lawrence and Greer concurred in dismissing the appeal.

OFFICE STAFFS AND WORKMEN'S COMPENSATION.

IN *Pickard* v. *Veale Limited*, recently heard at Exeter County Court, the applicant was an invoice clerk who had contracted typist's nerve through working from 8.30 a.m. to 6 p.m. (1 p.m. on Saturdays) as a result of which her right arm had collapsed and become useless for work. The medical evidence was that a gross tremor of the hand and arm prevented any co-ordinated movement, this being an occupational disease (consistent with long hours of typing) analogous to telegraphist's or writer's cramp. The respondents called no evidence, and submitted that, in the absence of organic disease, the condition was produced by a continual strain. His Honour Judge The Hon. W. B. Lindley upheld this contention, and, as there had been no accident, the application was dismissed with costs. It is to be noted that the Workmen's Compensation (Industrial Diseases) Consolidation Order, 1929, includes telegraphist's and writer's cramp (items 25 and 26 in the schedule), but paragraph 4 limits the period of compensation for writer's cramp to twelve months.

PROSECUTING SOLICITORS' COSTS.

THE extent of the lay client's liability for the above was considered in the recent case of *Lynde* v. *Dyer*, at Yarmouth County Court, in which the claim was for £51 14s. 3d., being the balance of costs incurred in conducting the prosecution of a club official. The latter had been committed to the quarter sessions, where he was dealt with by the Recorder, the taxed costs being allowed at £35 4s. 2d. The total bill of costs, however, amounted to £112 19s. 5d., but the defendant (who had been the original prosecutor) contended that (1) there had already been ample remuneration for the work done; (2) from the date of the committal for trial the case became a Crown prosecution, and the county allowance was all that could be claimed. His Honour Judge Herbert Smith held that the plaintiff (who admittedly had only obtained a verbal retainer) was entitled to his proper costs throughout, and the bill was referred to the registrar for taxation—a procedure the plaintiff had always been willing to adopt.

Correspondence.

Re Renewal of Practising Certificates.

Sir,—Referring to the article in your issue of 22nd November, 1930, there can be another consequence arising out of the failure to renew the certificate.

A case came under my notice recently, where a gentleman entered into further articles with a solicitor which were duly executed and registered with The Law Society.

After about fifteen months' service the solicitor absconded, and it was found that at the time the articles had been entered into the solicitor had failed to renew his certificate and it had not been renewed.

The matter did not come before the court, but the committee of The Law Society held that the further articles were void.

Probably the articled clerk was technically negligent in not requiring production of the practising certificate, but it would be a poor beginning of the service under articles if such want of faith were shown.

Gravesend. HAROLD TUFFEE.
26th November.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Corporation Duty.

Q. 2073. A club, registered under the Friendly Societies Act, 1896, has been assessed for Corporation Duty in the sum of £94 10s., this sum representing interest which has accrued over a period of ten years in respect of certain War Savings Certificates. The Inland Revenue state it is their practice to make assessment to duty in the year in which the interest is in fact paid, and not to make assessment in respect of interest which may be held to accrue yearly. It would have been possible for the War Savings Certificates to have been realised at any time during the ten years, and for their value to be ascertained yearly. The Inland Revenue could presumably have assessed yearly the accrued interest. It is doubtless convenient for the revenue to make a single assessment for the ten years' interest when the certificates are redeemed. There appears, however, no legal authority for such practice. The Customs and Inland Revenue Act, 1885, contains no provision for assessment in respect of years preceding the year of assessment, and no demand for a return for the purpose of assessing Corporation Duty has previously been received by the club. Will you please given an opinion whether, in these circumstances, Corporation Duty can lawfully be demanded on £94 10s., i.e., for the ten years during which this interest accumulated.

A. The revenue authorities would seem to be correct in assessing the £94 10s. to Corporation Duty since, under the Customs and Inland Revenue Act, 1885 (ss. 11-20) the basis of assessment is the income received during the preceding year. There are, however, certain deductions which may be made in computing assessments, viz., (*a*) expenses of realisation of the income, (*b*) income from property acquired by funds voluntarily contributed to the body within a period of thirty year, (*c*) income applied to charity, (*d*) income from property acquired by the body and upon which legacy and succession duty have been paid within thirty years.

Income Tax—Assessments on Executors.

Q. 2074. J.T. was employed as a shipwright, and for the year ending 5th April, 1929, his remuneration was, salary £306 15s., bonus £50. The assessment was £306 15s. J.T. died on the 3th March, 1930. An additional assessment is now raised for the year 1928-29 in the sum of £50. Is the bonus capital or income? We believe it has been decided by a recent case to be capital.

A. We know of no decision on the lines referred to. It would seem that, as the bonus was received by the deceased in respect of services rendered, the revenue authorities are correct in raising an additional assessment within six years of the date of the death.

Previous Convictions

Q. 2075. After the magistrates have decided in a court of summary jurisdiction to convict a defendant of the offence for which he is before the court, it is the practice for the presiding magistrate to ask the superintendent of police whether there are any previous convictions against the defendant. If there are any previous convictions, the superintendent reads out the list thereof to the court. What is the authority for this? Frequently the previous convictions are in respect of offences quite dissimilar from the offences for which the defendant is before the court; e.g., defendant may be before the court for failing to have lights on his motor car and included in the list of previous convictions read out by the superintendent there may be one, e.g., for common assault. To what extent are the police justified in reading out such dis-similar convictions to the court, and should such convictions be even mentioned unless the superintendent is prepared to prove them by production of a certified extract from the register of the court in which the defendant was previously convicted, under s. 28 of the Criminal Justice Administration Act, 1914. Further, is the superintendent justified in giving the whole of a defendant's previous convictions extending for many years back, or should he give only such convictions as have occurred, say, during the last three or four years?

A. It has been the practice, for time out of mind, for the criminal courts, after convicting an accused, to seek information as to his previous record, with a view of assessing a proper penalty. Only if denied must they be proved by the identification, on oath, of the accused with a person named in a conviction, or other document admissible in evidence to prove conviction (such as the certificate under the section cited). It is within the discretion of the court how far back it shall pursue its inquiries. The police should have all their material available, and present what they are asked for, or what the practice of the particular court leads them to suppose is desired.

Mortgage of Part of Land comprised in a Conveyance to Mortgagor—Position of Purchaser of Remaining Land—When Mortgagee Holds the Conveyance.

Q. 2076. In 1926, 600 feet of land was conveyed to A in fee simple. After a mortgage which was repaid, A in 1929 mortgaged 500 feet of the property to B, and as the conveyance of 1926 was the only deed in his possession this was handed to the mortgagee, B, who gave him an acknowledgment under hand for its production. This mortgage is still subsisting and the mortgagee still has the deeds. C has entered into a contract (under the National Conditions of Sale) to buy from A 55 feet of the 100 feet which was not comprised in the original mortgage, 45 feet having been sold to another purchaser. A's solicitors, being also the solicitors to the mortgagee, have produced the mortgage, the conveyance to A, and the acknowledgment. It is clear that after the 1929 mortgage A may have executed in favour of B another mortgage which may have included the 100 feet of land of which C wishes to buy part, and if this has been done the mortgagee, B, will not have required to register the mortgage, for he already has the deeds of the whole property. (1) Can C require B's concurrence in the conveyance to state that the legal estate in C's purchase is not affected, i.e., that A has not executed in favour of B any mortgage affecting the 100 feet of land? (2) How far will C and his successors in title be protected and get a good title by accepting B's solicitors' written assurance that the land comprised in C's purchase is not affected by any mortgage to B? (3) If the answer to (1) is in the affirmative please confirm that the mortgagee must join in the conveyance at the vendor's expense, in accordance with L.P.A., 1925, s. 42 (3); (4) How far would C be protected against any outstanding legal estate in B by the fact that his conveyance is for money's worth, and that A is expressed to convey as beneficial owner when C has notice that the deeds are in the possession of B?

A. (1) We do not think so. (2) Not at all, except in so far as B's solicitors are not at all likely to be in collusion with their client, and from that point of view their written assurance or statutory declaration would be very valuable. (3) *Cadit quæstio.* (4) The position of C would, we think, be identical with that of a purchaser in a normal case, so far as the implied covenants for title are concerned. It is immaterial in a claim for breach of the covenant for good right to convey that the defect in title is obvious (*Page* v. *Midland Rail Co.* [1894] 1 Ch. 11), and there seems no reason why the position under the covenant against encumbrances should be different.

Enemy Property—Treaty of Peace—Release of Charge.

Q. 2077. X, a German national, is entitled under the will, proved on the 3rd November, 1871, of a British subject (who died on the 11th October, 1871), to an interest in personalty in England in reversion expectant on the decease of his mother who is now living and contingent on his mother dying, leaving a child or children her surviving. X is now contemplating mortgaging his reversionary interest to an English mortgagee Y, who, however, anticipates that a charge exists on the reversionary interest by virtue of the Treaty of Peace with Germany. Efforts are being made on behalf of X to obtain a release from this charge. (1) Please indicate what form of release should Y require so as effectively to vacate the charge? (2) By whom should such release be given and need it be under seal? (3) What stamp duty will such release require? Your correspondent would be obliged for a reference to a precedent of a release from the charge under the treaty.

A. The Treaty of Peace by Article 297 reserved the right for Allied and Associated Powers to "retain and liquidate" all property rights and interests belonging at the date of the coming into force of the "Treaty to German Nationals." By the Treaty of Peace Order, 1919, Art. 1 (xvi), all such property, rights and interests and the net proceeds of their sale, liquidation and other dealings therewith, were charged with the payment of certain claims by British nationals, and it was provided that any particular property, rights or interests so charged might at any time, if His Majesty thought fit, be released from the charge. The Treaty of Peace (Amendment) Order, 1920, substituted for the last-mentioned proviso a proviso for release by "the Custodian acting under the general direction of the Board of Trade." The "Custodian" is defined by the 1919 Order as the custodian appointed under the Trading with the Enemy Act, 1914, i.e., the public trustee. Application should, therefore, be made to the public trustee to know the terms on which he will release the charge. Any statement under his official seal that the interest in question is released from the charge created by the Treaty of Peace Order will suffice. If no money is paid for the release the stamp will be 10s. If money is paid our view is that it is a release by way of sale, liable as a conveyance, but it would be wise to have the stamp adjudicated. The revenue authority may accept sixpence a £100.

Transfer of Business and Leaseholds from Mother to Son—Annuity in Excess of Value—Documents Stamps.

Q. 2078. A has for some years allowed B, her son, to carry on a coal business belonging to A. The business, which includes a stable held under a lease, is of little value, but B has been paying A £3 per week out of the profits. A now desires to transfer the business absolutely to B, who has agreed to pay A £3 per week for life. This weekly payment is, of course, far in excess of the value of the business, and the major portion of such weekly sum is really being paid voluntarily by reason of the relationship of the parties. It would appear that, if the leasehold premises and business were assigned to B, in consideration of the payment by him to the vendor of £3 per week for life, the stamp duty would be calculated on twelve years' value of the annuity. It is desired to avoid such heavy stamp duty, especially in view of the fact that the true value of the property passing is negligible, and the payment of £3 per week is really not the true consideration. Would you be good enough to let us know whether the transaction could be carried out by a simpler and cheaper method, and refer us to a precedent.

A. It is considered that any method which is not a fraud on the revenue by distortion of the facts is justifiable. The following is suggested, but it would be wise, but not essential, that the mother should have independent advice. Have the business and lease independently valued, and calculate the actuarial value of a life annuity equivalent to the valuation, and make a grant of the business and lease for such annuity. Then let the son in consideration of natural love and affection give a bond or covenant for the difference between such annuity and £3 a week. If the latter annuity is calculated and expressed to be payable *by the week and not as a yearly amount*, the stamp on the latter document will be 2s. 6d. See under "Bond, covenant or instrument of any kind whatever."

Rights of Way and Water, etc.

Q. 2079. The owner of a large plot of land with a cottage thereon conveyed to a purchaser in 1924 the cottage and a portion of the land, and the conveyance contains (*inter alia*) the following:—

(1) A right of way for the purchaser with or without horses, carts, etc., to pass and re-pass over an occupation road on the vendor's land (the purchaser's land not abutting on any roadway).

(2) A right to take and use water from the spring or well in the adjoining land of the vendor and for such purpose to pass and re-pass over and along the land of the vendor, but this clause shall not be construed as a warranty by the vendor as to the quantity or quality of the water in the said spring or well.

(3) The purchaser covenanted to fence off his plot of land from the remaining land of the vendor with a good and sufficient fence to the satisfaction of the vendor.

We shall be obliged for your opinion and reference to any cases dealing with the following points arising on the clauses mentioned—

(1) Can the purchaser insist on the vendor allowing pipes to be laid under the occupation road or elsewhere for supply of gas or water to the purchaser's cottage, and, if not, what course can be adopted?

(2) The vendor allows his ducks and other poultry to enter the spring or well and thus the water is polluted. The purchaser has no supply of water to his house and relies on this spring for obtaining water for all purposes. Has he any right of action against the vendor?

(3) The purchaser has erected a substantial creosoted two-rail cattle fence which has been approved by his surveyor. The vendor had been continually pressing, and still presses, for a fence which he wishes, namely, one of 5 feet high with wood palings not more than 1 inch apart. This is evidently personal and to keep out his own poultry.

We submit the purchaser has complied with the terms of his deed and shall be glad to know whether you agree.

A. (1) We do not know of any right of the purchaser to have gas or water pipes laid without the consent of the vendor, though, as to water, the local authority, if satisfied that the existing spring did not furnish suitable water, might put sufficient pressure on the vendor to induce him to consent.

(2) In our opinion the proviso as to the quality applies to its natural quality on issuing from the ground, and the action of the vendor in allowing his ducks to pollute it, is a derogation from the grant in respect of which the purchaser could obtain an injunction. Probably here again a notice from the local authority would result in the vendor having to erect some sort of wall or fence to prevent the pollution.

(3) If "his surveyor" means the vendor's surveyor to whom the vendor had delegated the power of approval, the fence erected is sufficient to comply with the covenant.

Otherwise we do not think it is sufficient.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

On the 5th December, 1562, died Humphrey Browne, a very Vicar of Bray among judges. He had sat in the Common Pleas for over twenty years, serving successively Henry VIII, Edward VI, Mary and Elizabeth, while those four sovereigns changed the face of England, varying or subverting one another's work.

Although Browne, J., had been a witness to her brother's deed depriving her of the succession, Mary rightly judged that he had sinned under compulsion and retained him in his place. Perhaps his immunity under Elizabeth may be ascribed to another cause, for it is recorded that in Hilary Term, 1559, he "did not argue because he was so old and his senses were decayed and his voice could not be heard."

THE APT SENTENCE.

"Heaven help you if you come before this court again!" said Branson, J., when he bound over a burglar convicted at the last Kent Assizes. As his lordship said, it was a risk, but there is no mathematical process for ascertaining the apt sentence in law any more than in literature.

The co-operative method sometimes adopted by the good-natured Martin, B., may have been as good as any. "I hardly know what to do with you," he once said to a prisoner, "but you can take six months." "I can't take that," replied the man. "It's too much. Your lordship sees I didn't steal very much." "That's very true," said the Baron, laughing. "Well then, you can take four. Will that do?" "No, my lord. I can't take that neither." "Then take three." "That's nearer the mark, my lord, but I'd rather you'd make it two, if you'd be so kind." "Very well then," agreed the judge, "take two and don't come here again. If you do, I'll give you—well, it'll all depend."

UNRECOGNISED MERIT.

It is amusing to hear of the arrest of the Chief Public Prosecutor at the Paris Law Courts recently. He was on his way to his office to do a little overtime on a Sunday, when two very zealous officers took him into their custody. They soon learnt that their prisoner was by no means loitering with felonious intent.

The incident recalls the circumstances of the late Mr. Cancellor's first arrival at Marylebone Police Court. He did not know the way and asked a policeman who, looking disparagingly at the unpretentious figure on foot and wearing a straw hat, replied rather unkindly: "First on the right, fifty yards down and you come to the cells."

It was with some confusion that he later recognised the wandering pedestrian seated on the Bench.

VICTIMS OF REVENGE.

The recent murder of Judge Görcke in Eberswalde by an aggrieved suitor recalls that it is, after all, rather surprising that so few judges have suffered assassination, since in every cause they risk offending one of the parties.

Such, however, was the fate of John L'Isle who was actively connected with the trial of Charles I, drawing up the form of sentence. His zeal was subsequently rewarded with divers judicial appointments. On the Restoration, he made good his escape to Switzerland where he lived with much honour until 1664, when he was shot dead on his way to church by an indignant Irish royalist.

The hatred that Sir Miles Fleetwood, a Recorder of London, earned among the fraternity of highwaymen almost got him hanged at Tyburn. For they ambushed him near Hyde Park, bound his arms, fastened his neck to the gallows by a halter and left him to wait till his horse moved. Happily, the faithful beast stood still until its master was rescued, thus assuring itself a safe and honoured old age.

Alice in Police Court Land.

Being a jumble of things that have happened, a little exaggerated in the telling.

VII.

The Dog who belonged.

On the afternoon of the day when the old lady was (more or less) acquitted of stealing an umbrella, the property of a person unknown, Alice was again present in court.

There was a miscellaneous lot of summonses in the list. The first was against a young and innocent-looking young thing for disregarding the signal of a policeman on traffic duty.

He told how he was regulating the traffic, my lord, at the Packhorse and Talbot; the west-bound traffic had ceased running, and the south-bound was just released; "the defendant came from the east, and, ignoring my signal, exhilarated her engine, making a laundry van skid and strew the street with clean collars and bedspreads, your worships. She said, your lordship, that my signal was belated, so she was arrested. She was then taken to the station and charged. When she was searched this driving licence was found on her."

"I wonder why they always talk like that," thought Alice, "None of them ever say 'I did so and so'; it's always 'was arrested,' 'was charged,' 'was searched.'"

"That's how we're taught to give evidence at Squeal House," said C.2 All in her ear.

"Well," said Alice, quite viciously for her, "it sounds as if you had a legion of angels to do it all for you, when you use the passive voice like that."

"Mine's not a passive voice," growled C.2 All, so loudly that everyone looked round, and he coughed to cover up his indiscretion. "Anyway," he added more quietly, "its good enough for these motor car automobilists."

"Tautology is another of their little weaknesses," thought Alice.

"I wasn't taught no ologies," said the bear. "I had the three R's and I *was* taught how to give evidence, and how to regulate traffic. You try if you can do it better."

While these asides were going on, the bright young thing, who had been foolish enough to argue with a constable on traffic duty, had been fined heavily and had her licence endorsed.

The next case was one of travelling on a railway without paying a fare and intending to avoid payment. A representative of the Great Dull & Dirty Railway Company said what a bad case it was, and how very common this disgraceful offence was becoming, when Lord Lyon interposed, menacingly, "I'm a shareholder of that company, and I mean to make an example of anyone who's brought before me for this scandalous kind of dishonesty."

A heated discussion with the Secretary Bird was followed by Lord Lyon growling sullenly, "I adjourn this case for a week, to come before another Bench; I'm told I mustn't deal with it, though for the life of me I can't see why."

Then two people had a forensic battle about the ownership of a dog. The plaintiff, who wanted the dog, was a bald-headed man with a blue flower growing in a red flower pot tattoed on his pate. The defendant, who had the dog in her arms, was a robust widow with a glass eye.

She got into difficulties.

Lord Lyon told her not to stare at him, so she hung her head a little, and looked crookedly out of her real eye at the White Knight, and balefully out of the glass one at the Hatter. He seemed to be completely mesmerised and could do nothing but whimper, "Oh, I shall go mad—I'm sure I shall go mad," till the penguin propped up a blotting pad in front of him to intercept the lethal rays.

Each side assigned a different age to the dog, and an expert said you could tell a dog's age by its teeth. He pulled the

dog's mouth open and demonstrated his theorem. Then the defendant pulled the dog's mouth open and looked at his teeth. The clerk thought he'd like to have a look, and he prized the dog's mouth open. The impulsive Mr. Madden did the same, but the dog had had enough of the case, and savaged his fingers for him.

The White Knight produced a roll of bandage. "There," he said, "that shows how wise it is always to carry things with you. You never know when they may be wanted." "Even mousetraps," he added, looking meaningly at Alice.

Lord Lyon, who, before he bought his barony, had been Sir Solomon Wisdom, grinned cheerfully. "Well, well! Now call your dog," said he to the floral ornament.

"Jack, Jack!" called he. The dog ran to him wagging a stump tail merrily. Lord Lyon grinned cheerfully again. "Ah, I thought we should soon find out!" said he.

But quite suddenly Mr. Madden had a lucid interval. "You try now," he said to the defendant.

"Bob, Bob!" screamed she. The dog ran to her barking with joy, and wagging his stump vigorously again. What a jolly game he was having.

Lord Lyon turned angrily to his colleague. "What do you mean by spoiling the whole thing just as I'd got it nicely settled. Now we don't know who the dog belongs to. Summons dismissed, with costs against the defendant."

Alice offered the dog one of the biscuits the Red Queen had given her to quench her thirst. He wolfed it down and sat up for another.

"Whose doggie are you?" said Alice. The dog replied by jumping into her lap and licking the powder off her nose.

Reviews.

The Law of Auctions, Estate Agency, Valuations and Commission. By HEBER HART, K.C., LL.D., Recorder of Ipswich. Third Edition. London: Stevens & Sons, Ltd. 1930. 15s.

A new edition of this work was much wanted. Many years had elapsed since the publication of its predecessor, and in the intervening period the development of the law on the subject has continued in a surprisingly rapid manner, many of the decisions being of the utmost importance. To a number of these the learned author makes specific mention in his preface, referring to the pages in the text where they are discussed, so that the reader is at once directed to them and their effect on the previous law. Conveniently divided into different parts, the work deals first with the law of auctions—the nature of an auction, the auctioneer, his functions, duties, and rights, conditions of sale, bidding, the conclusion and evidence of the contract, and the deposit. Part II deals with the law of estate agency; Part III discusses the law of valuation and appraisement; and Part IV the law of commission, each branch being treated with fulness and accuracy. Among the leading cases which should be clearly borne in mind by all interested in auction sales is *McManus* v. *Fortescue* [1907] 2 K.B.1, where it was decided that in such a sale, where notice is given that it is subject to a reserve, every offer by the auctioneer, and every bid, including the final one, and the acceptance of that final bid indicated by the fall of the hammer, is conditional. In that case the auctioneer had forgotten that the sale was subject to a reserve and had knocked down an item to the plaintiff at less than that reserved. The plaintiff not unnaturally considered himself the purchaser. Most people would be inclined to regard the fall of the hammer as conclusive of the acceptance of his bid, but the court held otherwise. The fact that a reserve has been fixed must not be overlooked by either auctioneer or bidder. Mr. Hart calls attention to the Auctions (Bidding Agreements) Act, 1927, and expresses a doubt, which we share, whether it has not failed to effect any very substantial improvement in checking the mischief of knock-outs. On the subject of commission, which is dealt with in Part IV, a useful quotation is given from the judgment of the Master of the Rolls in *Fullwood* v. *Hurley* [1928] 1 K.B. 498, to the effect that "an agent must not accept commissions from both sides; that if there are two commissions that are to be received it must be on the basis of the actual work done for both parties with the assent of both parties after full knowledge." The work is a complete, yet compact, survey of the law on the various matters discussed and should prove an invaluable guide to all who are in any way concerned with sales, commission or valuation. We heartily commend it.

Books Received.

The Agricultural Crisis and the Way Out. CLOUDESLEY BRERETON, M.A. (Cantab.). With a Preface by The Right Hon. Lord ERNLE, P.C., M.V.O., President of the Board of Agriculture, 1916–1919. Reprinted from the *Eastern Daily Press.* Crown 8vo. pp. 47. Norwich: Jarrold and Sons Limited. 3d. net.

The Technique of Efficient Office Methods. P. T. LLOYD, of the Secretary's Office, General Post Office, London. With a Foreword by Sir HENRY BUNBURY, K.C.B., Comptroller and Accountant-General of the Post Office. Royal 8vo. pp. (with Index) 163. London: Gee & Co. (Publishers), Ltd. 10s. net.

Changes in Motor Car Law effected by the Road Traffic Act, 1930. With the text of the Act. N. R. FOX-ANDREWS, B.A., J.P., Barrister-at-Law, and A. C. CRANE, J.P., Solicitor of the Supreme Court. 1930. Large Crown 8vo. pp. xx and (with Index) 234. The Solicitors' Law Stationery Society, Ltd. London: 22, Chancery-lane, W.C.2. Liverpool: 19 and 21, North John-street. Glasgow: 66, St. Vincent-street. 12s. 6d. net.

A Manual of Rating (outside the Metropolis) for the use of Magistrates, Assessment Committees and Rating Authorities. S. R. C. BOSANQUET, K.C., Recorder of Walsall, and PERCIVAL FRERE SMITH, Barrister-at-Law. 1930. Demy 8vo. pp. ix and (with Index) 443. London: Chapman and Hall, Ltd. 25s. net.

Sovereignty and Paramountcy in India. JULIAN PALMER, of the Inner Temple, Barrister-at-Law. 1930. Demy 8vo. pp. 104. London: Stevens & Sons, Ltd. 5s. net.

Manual of Company Law and Practice. A Handbook on the Promotion, Management and Winding-up of Companies. LESLIE MADDOCK, B.A. (Oxon), Barrister-at-Law. 1930. Demy 8vo. pp. xxx (including Table of Cases) and (with Index) 407. London: Sir Isaac Pitman & Sons, Ltd. 10s. 6d. net.

Probate Costs. A Handy Book with Precedents. F. W. BROADGATE. 1930. Demy 8vo. pp. 107 (with Index). London: Effingham Wilson. 10s. 6d. net.

Journal of Comparative Legislation and International Law. Edited for The Society of Comparative Legislation by F. P. WALTON, K.C. (Quebec), LL.D. Third Series. Vol. XII, Part IV (comprising Nos. I and IV). 1930. Medium 8vo. pp. iv and 327. London: Society of Comparative Legislation. 6s. net.

Whitaker's Almanack, 1931. JOSEPH WHITAKER, F.S.A. Crown 8vo. pp. lxiv and (with Index) 960. London: J. Whitaker & Sons Limited. (In red and green cloth cover) 6s. net.

Questions and Answers on Contracts. BERNARD SUSMAN, B.A., of the Inner Temple, Barrister-at-Law. 1930. Demy 8vo. pp. iii and (with Index) 134. London: Sweet and Maxwell Limited. 6s. net.

Notes of Cases.

Court of Appeal.

Lever Brothers Limited *v.* Bell and Another.

Scrutton, Lawrence and Greer, L.JJ. 17th November.

CONTRACT—EMPLOYMENT—TERMINATION- AGREEMENT TO PAY COMPENSATION—PRIOR BREACH OF DUTY SUBSEQUENTLY DISCOVERED—RESCISSION OF COMPENSATION AGREEMENT.

Appeal from a judgment of Wright, J. (74 SOL. J. 504).

The plaintiffs, Lever Brothers Limited and the Niger Company Limited, claimed against Ernest Hyslop Bell and Walter Edward Snelling, formerly chairman and vice-chairman respectively of the Niger Company Limited, damages for alleged fraudulent misrepresentation, breach of duty, and breach of contract in respect of their employment by entering into cocoa transactions on their own behalf. The plaintiffs further claimed the return of £30,000 and £20,000 paid to the above-named defendants respectively, under agreements entered into in March, 1929, when their services were no longer required owing to an amalgamation of the Niger Company with another company. The defendants denied the allegations except in so far as they admitted that they had made a profit of £1,360 in respect of four specific transactions in cocoa, which, they admitted, were entered into on their own behalf. The case was tried with a City of London special jury who found that there had been no misrepresentation or concealment, no appropriation of contracts or of money. They also found that the defendants' admitted dealings would have justified their dismissal and would have led to their dismissal; that when Lever Brothers entered into the agreements of March, 1929, to pay the compensation, they did not know of the actings of the defendants with regard to the four admitted transactions, and that, if they had done so, they would not have made those agreements. They further found that at interviews before the agreements were made the defendants did not have in mind their actings in respect of the four transactions. They awarded the plaintiffs £1,360 in respect of the profit made by the defendants, and £5 nominal damages. On these findings Wright, J., thought that it must be held that the sole idea in the minds of the plaintiffs in making the agreements for compensation was the belief, erroneous as it proved, that they were under a legal obligation towards the defendants which they could only release themselves from on terms of compensation. It was only their ignorance of the facts which prevented them from simply treating the service agreements as at an end, as they were entitled to do, and would have done if they had known the truth about the four transactions. The mistake or misapprehension was with regard to the substance of the consideration and went to the root of the matter. From the standpoint of the defendants the existence of definitely binding contracts of service giving them rights which could only be compromised by compensation was in the same way the root and basis of the agreements to pay compensation. There was a total failure of consideration such as to vitiate the bargain, because the parties dealt with one another under a mutual mistake with regard to their rights. There would be judgment for the plaintiffs for the sums claimed and a declaration rescinding the agreements under which they were paid and a further judgment for the £5 nominal damages awarded by the jury. The plaintiffs appealed.

THE COURT dismissed the appeal, holding that the contract was invalidated on the ground of mutual mistake. Where the implied foundation of a contract was assumed by both parties to exist at the time of the making of the contract, but did not, in fact, exist, the result might be described as being that the contract was void, either because of an implied term that its validity should depend on the existence at the time of the contract and during its term of performance of a particular state of facts, or, which was only another way of putting the proposition, that there was a mutual mistake of the parties who made the contract believing that a particular foundation to it existed which was essential to its existence. The judgment of Wright, J., in favour of the plaintiffs could be supported on that as well as on the ground of an obligation on the part of the defendants to disclose or account for their dealings and a failure on their part at the time of the making of the contract to disclose. Appeal dismissed.

COUNSEL: *A. T. Miller*, K.C., *D. N. Pritt*, K.C., and *Philip Vos*, for the appellants; *Sir John Simon*, K.C., *Stuart Bevan*, K.C., *Wilfrid Lewis* and *George Bankes*, for the respondents.

SOLICITORS: *Messrs. Birkbeck, Julius, Edwards & Co.*; *Messrs. Pritchard, Englefield & Co.*, for *Messrs. Simpson, North, Harley & Co.*, Liverpool.

[Reported by T. W. MORGAN, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Wimbledon and Putney Common Conservators *v.* Turley.

Bennett, J. 16th October.

CORPORATION—UNDER ACT OF PARLIAMENT—POWER TO LEVY RATES AND EMPLOY LABOUR—GRATUITOUS PAYMENTS—SUPERANNUATION FUND FOR RETIRED EMPLOYEES—*Intra vires*—COMMISSIONERS CLAUSES ACT, 1847, 10 & 11 Vict. c. 16, s. 65—WIMBLEDON AND PUTNEY COMMONS ACT, 1871, 34 & 35 Vict. c. cciv, ss. 2, 8, 32, 36, 39, 74, 82 and 90.

Adjourned summons.

The plaintiffs are a corporation constituted by the Wimbledon and Putney Commons Act, 1871, 34 & 35 Vict. c. cciv. Section 8 of the said Act provided that there should be a body of conservators for carrying the Act into execution to be called the Wimbledon and Putney Commons Conservators, and s. 32 vested the commons in these conservators; and s. 36 provided that they should at all times preserve as far as might be the natural aspect and state of the commons, and to that end should protect the turf, gorse, heather, timber and other trees, shrubs and brushwood thereon; and s. 39 gave them power to drain and improve the commons, to make roads and ponds and build lodges. Section 74 provided that for the purposes of paying the expenses of management they might from time to time "make assess order payment of and levy a rate or rates on the tenants or occupiers of dwelling-houses within a certain radius of the commons and that such rates should constitute a fund called the Putney Commons Conservancy Fund and that that fund should be applied from time to time in and for the purposes of the execution of the duties of the conservators under the Act and not otherwise." Section 90 provided that the conservators might from time to time appoint officers for securing the execution of the Act and the bye-laws thereunder. By s. 1 the Act incorporated the Commissioners Clauses Act, 1847, 10 & 11 Vict. c. 16, and s. 65 of that Act provides as follows: "The Commissioners may from time to time appoint and employ a treasurer clerk collector assessor and all such other officers to assist in the execution of this and the special Act as they shall think necessary and proper and from time to time remove any such officers and appoint others in the room of such as shall be so removed and may out of the moneys to be raised for the purposes of this and the special Act pay such salaries and allowances to the said officers respectively as the Commissioners shall think reasonable." In this case the plaintiffs employed persons as keepers and labourers, and they required reliable men and would be greatly assisted if they were able to hold out to them the prospect of provision for old age or infirmity by means of a system of pensions. They accordingly applied to the court to determine: (1) whether, according to the true construction of the Acts of 1871 and 1847, the plaintiffs might properly pay pensions, annuities or superannuation allowances

out of the Wimbledon and Putney Commons Conservancy Fund to persons who were or might hereafter be in the service of the plaintiffs, and should hereafter retire from their service by reason of age, infirmity or otherwise; (2) whether the plaintiffs might properly make provision for pensions, annuities or superannuation allowances by means of a scheme of insurance and payment of premiums carried out with the co-operation of an insurance company, and might properly agree (*a*) with employees entering the service of the plaintiffs for the first time, (*b*) with employees already in their service who had not yet reached an age or condition proper for retirement, and (*c*) with employees in their service who had reached an age or condition proper for retirement for the provision of pensions, annuities or superannuation allowances, and for the payment of the appropriate premiums either partly out of contributions by the plaintiffs and partly out of deductions from the wages of the employees, or wholly by payments to be made by the plaintiffs, and might properly make the payments required for these purposes or any of them out of the conservancy fund. The defendant represented all the persons liable to pay rates under the Act of 1871.

BENNETT, J., after stating the facts, said: The case is really governed by the decision of Swinfen Eady, J., in *Cyclists' Touring Club* v. *Hopkinson* [1910] 1 Ch. 179, where the question was whether a club registered under the Companies Acts but not carrying on a business for profit could grant a pension by way of gratuity to a retired secretary. Swinfen Eady, J., in deciding that such a payment was *intra vires*, referred to the speech of Lord Selborne in *Small* v. *Smith* (1884) 10 A.C. 119 and 129, where he said: "Where you have got a main purpose expressed and ample authority given to effectuate that main purpose, things which are incidental to it, and which may reasonably and properly be done and against which no express prohibition is found, may and ought, *primâ facie*, to follow from the authority for effectuating the main purpose by proper and general means." Those words apply here, and there is no sound ground upon which the present case or the position of the plaintiffs can be distinguished from the position of the Cyclists' Touring Club. The proposed payments are therefore within the powers of the plaintiffs, and the two questions asked by the summons must be answered in the affirmative.

COUNSEL: *Wilfred Greene*, K.C., and *Stafford Crossman*; *Topham*, K.C., and *Wilfrid Hunt*.

SOLICITORS: *Horne & Birkett*; *Blyth, Dutton, Hartley and Blyth*.

[Reported by L. M. MAY, Esq., Barrister-at-Law.]

South London Greyhound Racecourses Ltd. *v.* Wake.

Clauson, J. 12th November.

COMPANY—SHARES IN PAYMENT OF DEBT—CERTIFICATE SIGNED BY DIRECTOR AND SECRETARY—SEALED WITHOUT AUTHORITY—RECTIFICATION OF REGISTER.

In April, 1928, the St. Aubins Company, of which Devereux was director and Greene was secretary, failed to pay a debt of £1,175 for which the defendant was pressing. An arrangement was come to the result of which was the issue to the defendant of a certificate which purported to certify that the defendant was the registered proprietor of 2,000 shares of 10s. each fully paid in the plaintiff company, and which the defendant accepted as security for the payment of the debt, and on the faith of which he abstained for a considerable time from any further action to recover the debt. The entries in the register were made by Devereux and Greene, who, as director and secretary respectively of the company, affixed the seal of the company without any authority. In consequence of a claim by the defendant to the shares, the plaintiff company brought this action for a declaration that the defendant was not entitled to the shares and for the rectification of the register.

CLAUSON, J., held that the certificate was not binding on the plaintiff company and must be treated as a forgery. The case fell within the principle of *Ruben* v. *Great Fingall Consolidated* [1906] A.C. 430, and the fact that in that case the signature of the director was a forgery and that in the present case the signature was genuine did not prevent the application of the principle. The fraud in the present case was the affixing of the seal. The doctrine that investigation as to whether the conditions regulating the internal management of the Company had been complied with might be dispensed with had no application to the case of a forged document. If the defendant were asking to be put on the register the position would be different. It was no defence to say that affixing the seal was a matter in which a director would normally have power to act for the company and was a matter which did not oblige the defendant to inquire whether the formalities had been complied with. The certificate must be treated as a mere nullity.

COUNSEL: *Fergus Morton*, K.C., and *E. G. Palmer*; *A. F. Topham*, K.C., and *A. C. Edgar*.

SOLICITORS: *Downer & Lewis*; *Stoneham & Sons*.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

Societies.

Inner Temple.

SIR JOHN SIMON ELECTED TREASURER.

Sir John Simon, K.C., M.P., has been elected Treasurer of the Inner Temple for the year 1931.

Sir Lancelot Sanderson has been elected Reader for the Lent Vacation.

Mr. Justice Langton, Mr. W. O. Willis, K.C., Mr. H. H. Joy, K.C., and Mr. C. Paley Scott have been elected Masters of the Bench.

The Incorporated Society of Auctioneers and Landed Property Agents.

The following have recently been elected to membership of the Incorporated Society of Auctioneers and Landed Property Agents:—

Fellows: W. H. Bosley (Toronto), D. S. Hutcheson (Edinburgh), P. W. Shelvey (Broadstairs), J. H. Walter (Horncastle), G. Wheat (Doncaster), J. Sparkes (Southport), J. B. Fair (London, S.W.9), A. F. Mares (Southsea), C. H. Moore (Derbyshire), L. H. Turner (London, W.C.1), F. W. Taylor (Southport), C. G. Armand (Bromley), W. F. Sawyer (Birchington).

Associates: V. J. Broughton Taylor (Birmingham), T. Harper (Glasgow), J. G. Burns (Edinburgh), M. G. Kirke (Edinburgh), M. Pinto (London, S.W.1), H. V. Tulley (London, S.W.1), W. I. Taylor (Brighton), K. A. Middleton (Paignton).

Advancements to Fellowships: A. W. Robinson (London, N.W.4), F. L. Wale (Leicester), J. S. Williams (Waterlooville), C. Ridley (Southend), A. B. Bloy (Tankerton), E. Blackton (Westerham).

Re-instatement as Fellows: S. C. V. Woods (London, E.7), A. H. Medley (Bournemouth), R. A. Prebble (Rye), M. Reubens (Middlesbrough).

Re-instatement as Associates: A. L. Huble (London, E.C.2), F. R. Oliver (Lapfard), R. Horrey (Carshalton), T. V. Whieldon (London, W.5).

United Law Society.

A joint debate with the Lyceum Debating Society was held in the Middle Temple Common Room on Monday, 17th November, 1930. Miss Collum moved and Miss Julia Smith seconded: "That in the opinion of this House Empire Free Trade is the best solution for unemployment." The motion was opposed by The Hon. D. Meston, who was seconded by Mr. R. E. Ball. There also spoke Mrs. Sherwood Kelly, Miss Stewart, Mrs. Lovell, Mrs. Rees, Messrs. Brewis, S. E. Redfern, Moseley, Reer, Buller and Ricardo. Miss Collum having replied, the motion was put to the House. There voted for the motion eleven and against the motion twelve. The motion was therefore lost by one vote.

Law Students' Debating Society.

At a meeting of the Society, held at The Law Society's Hall, on Tuesday, 18th November, 1930 (Chairman, Mr. C. F. S. Spurrell), the subject for debate was—"That the holding of prize fights is a disgrace to civilization." Mr. E. F. Iwi opened in the affirmative and Mr. E. E. Pugh in the negative. The following also spoke: Messrs. Godfrey Roberts, H. F. C. Morgan, A. L. Ungoed-Thomas, L. F. Tucker, H. J. Baxter, H. W. Daniels, T. M. Jessup, M. B. O'Brien, and W. M. Pleadwell. The opener having replied, the motion was lost by one vote. There were nineteen members and eleven visitors present.

At a meeting of the Society, held at The Law Society's Hall, on Tuesday, 2nd December (Chairman, Mr. G. A. Thesiger), the subject for debate was—"That this house would welcome the disestablishment of the Church of England." Mr. J. F. Chadwick opened in the affirmative and Mr. W. S. Jones opened in the negative. The following members also spoke: Messrs. C. F. S. Spurrell, K. Nation-Dixon, W. M. Pleadwell, Miss D. C. Johnson, Messrs. Peter Anderson, J. C. Christian-Edwards, F. B. Cockburn, H. J. Baxter, J. H. G. Buller. The opener having replied, the motion was carried by one vote. There were nineteen members and six visitors present.

Parliamentary News.

House of Commons.

Questions to Ministers.

RENT RESTRICTION ACTS (INTER-DEPARTMENTAL COMMITTEE).

Mr. MARCUS asked the Secretary of State for Scotland what steps have been taken to provide tenants with an opportunity of submitting grievances to the Scottish Committee appointed to deal with the operation of the Rent Restriction Acts, and when the committee is likely to report.

Mr. W. ADAMSON: My hon. friend doubtless refers to the Inter-Departmental Committee recently appointed by the Minister of Health and myself to inquire into the working of the Rent Restriction Acts. The procedure of the committee is a matter for the committee themselves to determine, but it is of course open to all persons interested to make representations to the committee. I understand that the committee have invited a representative of the Scottish Labour Housing Association to appear to give evidence before them and are calling for evidence, both oral and written, from other Scottish organisations and individuals. I am unable at present to say when the committee is likely to report. [2nd December.

ASSURANCE COMPANIES ACT, 1909.

Mr. ARTHUR MICHAEL SAMUEL asked the President of the Board of Trade whether he is aware that a Departmental Committee set up by the Board of Trade to advise what alterations should be made in the Assurance Companies Act, 1909, reported in 1927; and will he state when an agreed Bill to carry out the recommendations of the Departmental Committee will be ready for consideration.

THE PRESIDENT OF THE BOARD OF TRADE (Mr. William Graham): I am aware of the Committee's report. The hon. Member will appreciate that I cannot say when Parliamentary time will be available for the consideration of an Insurance Bill, but I shall be happy to consider any agreed proposals in connexion with such a Bill which may be laid before me. [2nd December.

WORKMEN'S COMPENSATION ACT, 1925 (AMENDMENT).

Mr. DAY asked the Home Secretary whether he proposes introducing legislation in the near future to amend the Workmen's Compensation Act, 1925.

Mr. CLYNES: This question is under consideration, but I am not in a position at present to make any announcement. [3rd December.

NEW CITY POLICE COURT CLERK.

The Court of Aldermen have appointed Mr. WALLACE THODAY clerk to the justices at Guildhall, in succession to Mr. Lewis Beeston, who retires on 31st December.

Mr. Thoday, who was formerly one of the clerks at Bow-street police-court and clerk to the Greenwich and Woolwich police-courts, was also appointed clerk to the licensing justices and clerk to the special sessions.

American Assets in Deceased Estates

Solicitors, Executors and Trustees may obtain necessary forms and full information regarding requirements on applying to:

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Legal Notes and News.

Honours and Appointments.

The King has been pleased to appoint GODFREY RUSSELL VICK, Esq., Barrister-at-Law, to be Recorder of the Borough of Richmond, Yorkshire.

The Lord Chancellor has appointed Mr. THOMAS REGINALD COLQUHOUN DILL and Mr. PERCY MELMOTH WALTERS to the office of Conveyancing Counsel of the Supreme Court to fill the vacancies caused by the resignation of Mr. D. D. Reid, M.P., and the death of Mr. J. E. H. Benn.

The Venerable The Archdeacon of Chesterfield has appointed Mr. JAMES ERNEST TOWNSHEND DUCKER, of 40 St. Mary's Gate, Derby, solicitor, to be Registrar of the Archdeaconry of Chesterfield vice Mr. D'Oyley S. Ransom resigned.

Wills and Bequests.

Mr. Harold Godfrey Kenyon, solicitor, of Highfield Lodge, Ware, Herts, and Stone-buildings, Lincoln's Inn, W.C., left estate of the gross value of £30,000, with net personalty £27,404.

Mr. Joseph Sharpe, Bury-street, St. James's, S.W., and Ireleth-in-Furness, Lancs, Metropolitan Police Magistrate at Thames Court since 1925, left £9,745, with net personalty £4,988.

Mr. Thomas F. D'A. Todd, of Kensington, barrister, left estate of the gross value of £19,431, with net personalty £19,065.

Sir Edward Tindal Atkinson, K.C., Westminster, former Recorder and County Court Judge, left unsettled property of the value of £13,160, with net personalty £12,371.

The death occurred in a nursing home at Edgbaston recently of Mr. Robert Nevill, a well-known solicitor practising at Tamworth, in his seventy-second year. He belonged to an old local family and was Mayor of Tamworth in 1890 and 1891. He was Registrar of Tamworth and Lichfield County Court, chairman of the Tamworth Gas Light and Coke Company, and a director of Tamworth Building Society.

SCARBOROUGH SOLICITOR STRUCK OFF.

The Committee constituted by The Law Society under the Solicitors' Acts, on 18th November ordered that the name of Sydney Peverill Turnbull, formerly of Scarborough, be struck off the roll of solicitors. He was convicted at Leeds Assizes last May of fraudulent conversion as a trustee and sentenced to five years' penal servitude.

REGISTER OF UNSATISFIED JUDGMENTS.

The Registration of Unsatisfied Judgments Bill, which has been introduced in the House of Commons, provides for the registration of unsatisfied judgments in the High Court and other local courts in the same manner as judgments obtained in County Courts. It does not apply to courts of summary jurisdiction.

Fees to be charged for the inspection of the register shall be devoted to paying the expenses incurred in keeping it.

The supporters of the bill are Mr. J. A. Tinne, Sir James Reynolds, Mr. H. Ramsbotham, Major Llewellin, Mr. Philip Oliver, and Sir Henry Cautley.

NEW GOVERNOR OF AUSTRALIA.

The following announcement was issued on 3rd December, from Australia House, the Commonwealth headquarters in London :—

"The King, on the recommendation of The Right Hon. J. H. Scullin, Prime Minister of Australia, has appointed The Right Hon. Sir Isaac Alfred Isaacs, K.C.M.G., Chief Justice of Australia, to the office of Governor-General of the Commonwealth of Australia in succession to Lord Stonehaven.

"The date on which Sir Isaac will assume office will be announced later."

Sir Isaac Isaacs, who has been Chief Justice of Australia since the end of March, is seventy-five years of age.

He was educated at the Beechworth Grammar School and Melbourne University, was called to the Victoria Bar in 1880 and became a Q.C. in 1899. He has held the offices of Solicitor-General and Attorney-General of Victoria, and became Attorney-General of Australia in 1905.

In 1906 he became a Justice of the High Court, was made a Privy Councillor in 1921 and K.C.M.G. in 1928.

BOARD OF CONTROL.

Under the provisions of the Mental Treatment Act, 1930, the Board of Control will be reconstituted, as from the 1st January, 1931, to consist of the Chairman and four other Senior Commissioners.

Mr. Laurence George Brock, C.B., Chairman of the present Board, will be Chairman of the Board as reconstituted.

The King has been pleased to approve the appointment of the following to be members of the Board :—

Mr. Simon John Fraser Macleod, K.C., on the recommendation of the Lord Chancellor, and Sir Charles Hubert Bond, K.B.E., D.Sc., M.D., F.R.C.P., Mr. Arthur Rotherham, M.B., and Mrs. Ellen Pinsent, C.B.E., on the recommendation of the Minister of Health.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE	EMERGENCY ROTA	APPEAL COURT NO. 1	GROUP I. MR. JUSTICE EVE. Witness. Part II.	MR. JUSTICE MAUGHAM. Witness. Part I.
M'nd'y Dec. 8	Mr. Ritchie	Mr. Hicks Beach	Mr.*Blaker	Mr.*Ritchie
Tuesday .. 9	Andrews	Blaker	*Jolly	Blaker
Wednesday 10	Jolly	More	*Ritchie	*Jolly
Thursday . 11	Hicks Beach	Ritchie	Blaker	Ritchie
Friday 12	Blaker	Andrews	Jolly	*Blaker
Saturday .. 13	More	Jolly	Ritchie	Jolly

DATE	GROUP I. MR. JUSTICE BENNETT Non-Witness.	MR. JUSTICE CLAUSON. Witness. Part I.	GROUP II. MR. JUSTICE LUXMOORE. Non-Witness.	MR. JUSTICE FARWELL. Witness. Part II.
M'nd'y Dec. 8	Mr. Jolly	Mr. Hicks Beach	Mr. More	Mr.*Andrews
Tuesday .. 9	Ritchie	*Andrew	Hicks Beach	*More
Wednesday 10	Blaker	More	Andrews	*Hicks Beach
Thursday . 11	Jolly	*Hicks Beach	More	Andrews
Friday 12	Ritchie	Andrews	Hicks Beach	*More
Saturday .. 13	Blaker	More	Andrews	Hicks Beach

* The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The CHRISTMAS VACATION will commence on Wednesday, the 24th day of December, 1930, and terminate on Tuesday, the 6th day of January, 1931, inclusive.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (1st May, 1930) 3%. Next London Stock Exchange Settlement Thursday, 18th December, 1930.

	Middle Price 3rd Dec. 1930.	Flat Interest Yield. £ s. d.	Approximate Yield with redemption. £ s. d.
English Government Securities.			
Conso's 4% 1957 or after	92¼	4 6 9	—
Consols 2½%	58xd	4 6 2	—
War Loan 5% 1929-47	103	4 17 1	—
War Loan 4½% 1925-45	101	4 9 1	4 8 0
War Loan 4% (Tax free) 1929-42	100⅛	3 19 6	3 18 10
Funding 4% Loan 1960-90	95	4 4 3	4 4 6
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	96½	4 2 11	4 4 0
Conversion 5% Loan 1944-64	105⅝	4 14 7	4 13 3
Conversion 4½% Loan 1940-44	100¾	4 9 4	4 8 6
Conversion 3½% Loan 1961	81⅛	4 5 11	—
Local Loans 3% Stock 1912 or after	68	4 8 3	—
Bank Stock	269½	4 9 1	—
India 4½% 1950-55	87	5 3 6	5 8 9
India 3½%	64xd	5 9 5	—
India 3%	55xd	5 9 1	—
Sudan 4½% 1939-73	100	4 10 0	4 10 0
Sudan 4% 1974	90	4 8 11	4 10 6
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years.)	84½	3 11 0	4 1 0
Colonial Securities.			
Canada 3% 1938	91xd	3 5 11	4 8 6
Cape of Good Hope 4% 1916-36	97	4 2 6	4 11 6
Cape of Good Hope 3½% 1929-49	86xd	4 1 5	4 12 9
Ceylon 5% 1960-70	103	4 17 1	4 16 6
Commonwealth of Australia 5% 1945-75	82½xd	6 1 3	6 3 4
Gold Coast 4½% 1956	98xd	4 11 10	4 12 6
Jamaica 4½% 1941-71	98	4 11 10	4 12 0
Natal 4% 1937	97	4 2 6	4 11 9
New South Wales 4½% 1935-45	72½	6 4 2	7 12 6
New South Wales 5% 1945-65	78	6 8 2	6 12 6
New Zealand 4½% 1945	98	4 11 5	4 14 0
New Zealand 5% 1946	102xd	4 18 0	4 16 6
Nigeria 5% 1950-60	104	4 16 2	4 15 0
Queensland 5% 1940-60	79½	6 5 9	6 6 8
South Africa 5% 1945-75	102xd	4 18 0	4 17 6
South Australia 5% 1945-75	80½	6 4 3	6 6 8
Tasmania 5% 1945-75	84½	5 18 4	6 0 0
Victoria 5% 1945-75	79½xd	6 5 9	6 8 4
West Australia 5% 1945-75	81½	6 2 8	6 4 9
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	66xd	4 10 11	—
Birmingham 5% 1946-56	105	4 15 3	4 13 6
Cardiff 5% 1945-65	102	4 18 0	4 17 6
Croydon 3% 1940-60	75	4 2 2	4 11 0
Hastings 5% 1947-67	105	4 15 3	4 14 3
Hull 3½% 1925-55	83	4 4 4	4 13 6
Liverpool 3½% Redeemable by agreement with holders or by purchase	78xd	4 13 4	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	57	4 7 9	—
London City 3% Consolidated Stock after 1920 at option of Corporation	68	4 8 3	—
Manchester 3% on or after 1941	67	4 9 7	—
Metropolitan Water Board 3% "A" 1963-2003	69	4 6 11	—
Metropolitan Water Board 3% "B" 1934-2003	70	4 5 9	—
Middlesex C.C. 3½% 1927-47	86	4 1 5	4 14 0
Newcastle 3½% Irredeemable	75	4 13 4	—
Nottingham 3% Irredeemable	66	4 10 11	—
Stockton 5% 1946-66	104	4 16 2	4 15 3
Wolverhampton 5% 1946-56	104	4 16 2	4 14 6
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	85	4 14 2	—
Gt. Western Rly. 5% Rent Charge	102	4 18 0	—
Gt. Western Rly. 5% Preference	95½	5 4 9	—
L. & N.E. Rly. 4% Debenture	79	5 1 3	—
L. & N.E. Rly. 4% 1st Guaranteed	75½	5 6 0	—
L. & N.E. Rly. 4% 1st Preference	57⅛	6 19 2	—
L. Mid. & Scot. Rly. 4% Debenture	82	4 17 7	—
L. Mid. & Scot. Rly. 4% Guaranteed	78½	5 1 11	—
L. Mid & Scot. Rly. 4% Preference	61½	6 4 0	—
Southern Railway 4% Debenture	85	4 14 2	—
Southern Railway 5% Guaranteed	101¼	4 18 6	—
Southern Railway 5% Preference	92	5 8 8	—

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phones: Temple Bar 1181-2.

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